

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

GRANT SEAGO : Case No. 2:15-cv-2642
310 Minney Hill Road :
Chillicothe, OH 43004, :

Plaintiff, : Judge _____

v. :

LIFE INSURANCE COMPANY : Magistrate Judge _____
OF NORTH AMERICA :
1601 Chestnut Street :
Philadelphia, PA 19192-2235, :

: Defendant.

COMPLAINT

For his Complaint against the Defendant, Life Insurance Company of North America, Plaintiff Grant Seago states as follows:

Parties

1. The Plaintiff, Grant Seago, was at all relevant times an employee of State Farm Mutual Automobile Insurance Company (“State Farm”) and a participant in a long-term disability plan established and maintained by State Farm under the provisions of the Employee Retirement Income Security Act.

2. The Defendant, Life Insurance Company of North America (hereinafter “LINA”), is the insurer, under Policy No. LK006900, of the State Farm long-term disability plan and is, therefore, the real party in interest with respect to this claim.

Jurisdiction and Venue

3. The Plaintiff's claims arise under ERISA. Jurisdiction is based on 29 U.S.C. §1132.
4. The benefit plan at issue in this case is administered, in part, in Franklin County, Ohio. Venue is appropriate in the Eastern Division of the Southern District of Ohio.

Facts Common to All Claims

5. The Plaintiff, Grant Seago, was employed by State Farm as an underwriter.
6. As an employee of State Farm, Seago was a participant in State Farm's long-term disability plan (the "Plan").
7. Seago became disabled from working in May, 2013 and, after his short-term disability benefits had run out, applied to LINA for long-term disability benefits.
8. LINA initially determined that Seago was not disabled from his own occupation.
9. LINA later reversed its decision and concluded that Seago was disabled from his own occupation and awarded him long-term disability benefits through January 31, 2014.
10. LINA determined, however, that Seago was not disabled beyond January 31, 2014 and declined to award any additional benefits.
11. Seago timely appealed, but his appeal was denied.
12. Seago has exhausted his administrative remedies.

Count I – For Benefits

13. The foregoing allegations are incorporated by reference as if fully rewritten herein.
14. Seago brings this claim under 29 U.S.C. §1132 and seeks benefits.

15. Seago is disabled under the terms of the plan and is entitled to long-term disability benefits.

16. LINA's decision denying his claim was arbitrary and capricious in that it failed to consider the opinions of Seago's physicians, and it failed to obtain an independent medical evaluation.

17. Seago is entitled to an award of benefits.

WHEREFORE, the Plaintiff, Grant Seago, demands judgment in his favor and against the Defendant, Life Insurance Company of North America, as follows:

- A. A determination that Seago continues to be disabled and entitled to benefits;
- B. A lump sum award of benefits, calculated based upon the monthly payment to which Seago was entitled, from January 31, 2014 until the date of judgment;
- C. An order directing the Defendant to pay a monthly benefit to Seago commencing on the date of judgment and continuing until Seago no longer satisfies the definition of disability under the Plan;
- D. Pre-judgment and post-judgment interest;
- E. Attorney's fees and the costs of this action; and
- F. Such other and further relief as the Court determines to be equitable and just.

Respectfully submitted,

/s/ Tony C. Merry
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